

# Franklin-McKinley School District

*Enriching young people's minds*

Dr. John R. Porter, Jr.  
Superintendent

DOCKET FILE COPY ORIGINAL

645 Wool Creek Drive, San Jose, CA 95112  
(408) 283-6000 Fax (408) 283-6022

June 22, 2007

FILED/ACCEPTED

JUL 19 2007

Federal Communications Commission  
Office of the Secretary

Delma Juarez  
Franklin-McKinley School District  
Billing Entity Number: 144318  
645 Wool Creek Drive  
San Jose, CA 95112

Dear FCC Staff,

CC: 02-8

Subject: Appeal to Form 471 Application Number 477732  
CC Docket No. 02-6

The Franklin-McKinley School District, San Jose, CA, is respectfully submitting an appeal to Universal Service Administrative Company's decision to deny the funding commitment for Form 471 Application Number 477732, six months after it was approved. The FCC Registration Number is 0012890588.

On May 10, 2007, an appeal letter was submitted to the Schools and Libraries Division asking for an adjustment to the *Notification of Commitment Adjustment Letter*. Unfortunately, the request was denied by the Universal Service Administrative Company (USAC).

We do not believe the funding should be removed from us. We are asking for consideration from the FCC to assist the Franklin-McKinley School District with this matter.

On July 12, 2006, Franklin-McKinley School District received a *Funding Commitment Decision Letter* from USAC for the amount of \$826,856.96. The letter clearly stated that it was approved. There were no indications on the letter that the approval was based on any contingency. It was the same letter that we have received over the years.

Because the notification was after the Funding Year 2005, I placed a call to the USAC support desk on July 19, 2006, asking for clarification of next steps to move forward with this project. I was told to proceed with the E-Rate procedures as normal. The case number for that call is 21-447429.

In addition, because of the late fund notification, Franklin-McKinley School District decided to cancel FRN 1319378 and FRN 1319418 from Form 471 - 477732; thereby reduced the approved amount from \$826,856.96 to \$539,722.02.

In November of 2006, a Project Planning Meeting was held, between us and the approved service provider for this project. The equipment was ordered, installed, and the project was completed by early March 2007. This was all done in good faith that E-Rate funding was approved and that we would be reimbursed as we had been in past years.

It was January 24, 2007, that we received the adjustment letter notifying us that the funding had been rescinded - six months after it was approved and one month after we purchased the equipment. In all the years that we have participated in the E-Rate program, I have never heard of anyone's funding being cancelled after it has been approved by USAC. It has always been my understanding that validation of requirements and processes occurs prior to approval. Once it is approved, we are ready to move forward with the project.

No. of Copies rec'd 041  
List A B C D E

Board of Education

Buu Thai • Dustin DeRollin • George Sanchez • John Lindner • Keith Nguyen

The Franklin-McKinley School District truly believes technology enhances our students' education. We work diligently towards funding the necessary operating cost to support technology in our District. It can not be done without the additional funding opportunities, such as E-Rate. The loss of this funding will drastically impact our District. Any assistance you could give us in this matter would be greatly appreciated.

I have included a copy of my letter and the attachments that I sent to the Schools and Libraries Division for your review. I am available if you have any questions or additional information is required.

Thank you for your time regarding this matter. Listed below you will find my contact information.

Sincerely,



Delma Juarez  
Director of Information Technology  
Franklin-McKinley School District  
Office Number: 408-283-6092  
Fax Number: 408-283-6066  
Cellular Number: 408-472-6792  
delma.juarez@fmsd.org

cc: **Zoe Lofgren, Congresswoman**  
16<sup>th</sup> District California  
635 North First Street, Suite B  
San Jose, CA 95112

**Mike Honda, Congressman**  
15<sup>th</sup>. District California  
1999 South Bascom Ave, Suite 815  
Campbell, CA 95008

**Dr. John R. Porter, Jr.**  
Superintendent  
Franklin-McKinley School District

**Tim McClary,**  
Assistant Superintendent of Business Services  
Franklin-McKinley School District

Attachments (1)



# Franklin-McKinley School District

*Enriching young people's minds*

Dr. John R. Porter, Jr.  
Superintendent

645 Wool Creek Drive, San Jose, CA 95112  
(408) 283-6000 Fax (408) 283-6022

May 10, 2007

Delma Juarez  
Franklin-McKinley School District  
Billing Entity Number: 144318  
645 Wool Creek Drive  
San Jose, CA 95112

Dear E-Rate Review Board:

**Subject: Appeal to Form 471 Application Number 477732**

The Franklin-McKinley School District, San Jose, CA, is respectfully submitting an appeal to your decision to adjust the funding commitment for **Form 471 Application Number 477732, Applicant's Form Identifier 8-25262729. The FCC Registration Number is 0012890588.**

I understand that the appeal should have been postmarked within 60 days of the date of the letter. However, due to unfortunate series of events, this did not happen. The first occurrences were two serious illnesses in my family which resulted in me being out of the office from late January and most of February. The second incident was a misfiling of the *Notification of Commitment Adjustment Letter*. Because the letter was on 'white' paper, not the 2005 identifying 'blue' paper, it was inadvertently placed inside the Form 471 Application 477732 folder.

On the morning of March 5, 2007, unaware that the funding commitment was removed from us, I requested a copy of the front and back FMSD warrant # 92807925, dated January 31, 2007 for the amount of \$480,522.02, paid to PWT-IT Solutions (Monterey Information Technology). That same morning, Bev Curry, our Accounts Payable clerk, requested the information from the Santa Clara County Office of Education - Attachment 1. On March 12, 2007, still unaware that the funding commitment was removed from us, I proceeded with completing the BEAR Form. It was sent FedEx to Ms. Smith, 3833 Greenway Drive, Lawrence, KS on March 14, 2007. Please note that this work was done within the 60 day window of the appeal process.

On April 10, I reviewed the *Form 472 (BEAR Form) Notification Letter* and I realized there was a problem with the BEAR form. My first thought was that I miss-calculated the reimbursement amount and would need to resubmit the form. However, I could not find my error. On April 27, 2007, I called the USAC support line (case # 21-586815) regarding the rejected BEAR Form. At that time, I was informed that the funding commitment had been rescinded and I should have received a letter stating so.

The Funding Commitment Adjustment Explanation states - Attachment 2:

*After a thorough investigation, it has been determined that this funding commitment must be rescinded in full. During the course of review it was determined that the applicant did not have a contract in place at the time of submission of the Form 471. This determination was based on the documentation received from applicant indicating that they did not have a signed contract in place at the time of submission of the Form 471. FCC rules require applications to have a contract, signed (OR signed and dated - IF CONTRACT SIGNED AFTER 10/13/2004) by both parties, at the time they submit the Form 471. Since the applicant was unable to demonstrate that they had a signed contract in place at the time of submissions of the Form 471, the commitment has been rescinded in full.*

Board of Education

Buu Thai • Dustin DeRollo • George Sanchez • John Lindner • Keith Nguyen

On February 17, 2006, the Form 471 Attachment 21 was sent to the SLD. The attachment consisted of the Bid Form and the document which broke-down the equipment and labor charges. The *Bid Form* is a formal document which requires a signature and states ".... hereby propose and agree to enter into a Contract, to furnish any and all labor, materials, applicable taxes..." - Attachment 3. On August 14, 2006, email dialog with Karen Hulmes regarding the request for a signed contract began. At that time, it was stated again that past practice has always been the use of the *Bid Form* and *Instructions to Bidders* and *Statement of Work* - Attachment 4, as our contract. Please note item, **Form of Agreement Between Owner and Contractor** on the attachment, page 7, clearly states that this is an agreement between both parties.

Due to the conversation regarding the contract with Karen Hulmes, I told her that I would establish a new contract with the service provider and FMSD. That contract was faxed to Karen on October 25, 2006 - Attachment 5.

During this time, the plan to move forward with the project continued. Not once did anyone say that the money could possibly be rescinded after it had already been approved. I had emailed and faxed documents to Karen Hulmes and made support calls to the SLD regarding this FRN. In addition, as stated in my email to Karen on December 8, 2006, I was not responsible for E-Rate when the 470 and 471 were completed. I took over E-Rate November 8, 2005. I am aware of the requirement of a signed contract by both parties and all new E-Rate projects have a signed contract by both parties in place. However, because past practice had always accepted the *Bid Form* and the *Instructions to Bidders* and *Statement of Work* as the contract, our former E-Rate coordinator believed that she was meeting the USAC requirements. To further validate that belief, she submitted the Bid Form as part of her Attachment 21 for the Form 471 on February 17, 2006.

For your review, I have attached a sequence of steps that occurred during this process - Attachment 6. Please note that questions regarding the contract did not start until one month after we received our **Funding Commitment Decision** letter. In addition, during the 17 months from the filing of the Form 471 to the **Funding Commitment Decision Letter**, we were never questioned by the *Program Integrity Review* team regarding the contract in question. In all the years that we have participated in the E-Rate program, I have never heard of anyone's funding being cancelled after it has been approved by USAC. It is my understanding that validation of requirements and processes occurs prior to approval. How would a district or library know if they should move forward with a project if there is a possibility of the funding being pulled back after receiving a **Funding Commitment Decision Letter**?

Franklin-McKinley School District has participated in the E-Rate program from the beginning - 1998/1999. It has played an important part in creating an infrastructure to support technology for our students and staff. We are very grateful for the opportunities it has brought to our District. As rules and regulations change during the years, we have done our best to comply with the new policies. Obviously, the change in requirements for contracts was missed on February 17, 2005, when the Form 471 was filed. We now have made sure we have a valid contract for our Bids.

The Franklin-McKinley School District works diligently towards funding the necessary expenses to support technology in our District. We truly believe its values in education. It can not be done without the additional funding opportunities such as E-Rate. The loss of this funding will drastically impact our District.

Franklin-McKinley has already been impacted by a loss of E-Rate funding in the 2005/2006 school year when a service provider, *AMI, Electrical & Telecom Inc.* (SPIN: 143009885) did not honor the BEAR Form rules and disappeared with \$465,770.75 of our money.

Even after I brought my concerns to USAC that the company, *AMI*, was not trustworthy, that they were not paying their subcontractors, and that I feared they would do the same to us, on USAC's advice we followed the reimbursement procedures of the BEAR Form. As I suspected, *AMI, Electrical & Telecom, Inc.* kept our money and disappeared. We lost \$465,770.75 by following the procedures.

I am respectfully requesting that you reconsider your decision to rescind the commitment. We firmly believe that we were working within the USAC guidelines; (1) USAC received the Bid Form on February 17, 2005 as part of the Form 471 Attachment 21 representing our formal contract; (2) a revised contract was sent to Karen Hulnes on October 25, 2006; (3) because we received funding commitment on July 12, 2006, the work was started and has been completed; and (4) the vendor has been paid.

Thank you for your time regarding this matter. I am available if additional information is required. Listed below you will find my contact information.

Sincerely,



Delma Juarez  
Director of Information Technology  
Franklin-McKinley School District  
Office Number: 408-283-6092  
Fax Number: 408-283-6066  
Cellular Number: 408-472-6792  
delma.juarez@fmsd.org

cc: **Zoe Lofgren, Congresswoman**  
16<sup>th</sup> District California  
635 North First Street, Suite B  
San Jose, CA 95112

**Mike Honda, Congressman**  
15<sup>th</sup> District California  
1999 South Bascom Ave, Suite 815  
Campbell, CA 95008

**Tim McClary,**  
Assistant Superintendent of Business Services  
Franklin-McKinley School District

Attachments (6)

Van Nguyen

---

From: Bev Gabler [bev.curry@fmsd.org]  
Sent: Monday, March 05, 2007 11:13 AM  
To: Van Nguyen  
Subject: FW: request for copy of cancelled warrant #92807925

(1)

Hi Van,

Please e-mail me a copy front & back of our cancelled warrant #92807925 1/31/07 \$480,522.02 paid to PWT-IT SOLUTIONS (MONTEREY INFO. TECH)

Thanks!

Bev Curry

A/P

Business Services

Franklin McKinley School District

408 283-6026

408 283-6181 Fax

[bev.gabler@fmsd.org](mailto:bev.gabler@fmsd.org)

Attachment 1

3/5/2007

COUNTY OF SANTA CLARA WARRANT  
SANTA CLARA COUNTY OFFICE OF EDUCATION  
1250 RIDDER PARK DRIVE, SAN JOSE, CA 95131  
DISTRICT BUSINESS SERVICES  
FUND 4750 SCHOOLS COMMERCIAL REVOLVING FUND  
13 FRANKLIN-MC KINLEY

90-78  
1211

Bank of the West  
Walnut Creek, CA

WARRANT NUMBER 92807925

ISSUE DATE JAN 31 2007  
VOID AFTER 180 DAYS FROM DATE OF ISSUE

PAY EXACTLY

\*\*\*\*\*  
\*\*\*\*\*EIGHTY THOUSAND FIVE HUNDRED TWENTY TWO AND 02/100 DOLLARS

PAY TO  
PWT-IT SOLUTIONS INC.  
DBA MONTEREY INFORMATION TECH.  
2600 GARDEN RD. BLDG. 410  
MONTEREY CA 93940

PAY THIS  
AMOUNT \$\*\*\*480,522.02

EXAMINED, APPROVED AND ALLOWED BY  
COUNTY Supt of Schools  
COUNTY CONTROLLER

⑈0092807925⑈ ⑆121100782⑆ 032002766⑈ 9450

⑈0048052202⑈

Account: 32002766 Check#: 92807925 Amount: \$480,522.02 Sequence: 70122710 Date: 02/02/2007

0070122710 02/02/2007  
13  
110 021

WFR, NA-FREEMONT 02012007  
SF TR#1514PKT #009  
71221-0027-8X  
6714394823

107-546-5892

**Funding Commitment Adjustment Report for  
Form 471 Application Number: 477732**

---

Funding Request Number:	1319283
Services Ordered:	INTERNAL CONNECTIONS
SPIN:	143020490
Service Provider Name:	Monterey Information Technologies
Contract Number:	
Billing Account Number:	
Site Identifier:	144318
Original Funding Commitment:	\$458,763.72
Commitment Adjustment Amount:	\$458,763.72
Adjusted Funding Commitment:	\$0.00
Funds Disbursed to Date:	\$0.00
Funds to be Recovered from Applicant:	\$0.00
Funding Commitment Adjustment Explanation:	

After a thorough investigation, it has been determined that this funding commitment must be rescinded in full. During the course of review it was determined that the applicant did not have a contract in place at the time of submission of the Form 471. This determination was based on the documentation received from applicant indicating that they did not have a signed contract in place at the time of submission of the Form 471. FCC rules require applicants to have a contract, signed (OR signed and dated-IF CONTRACT SIGNED AFTER 10/13/2004) by both parties, at the time they submit the Form 471. Since the applicant was unable to demonstrate that they had a signed contract in place at the time of submission of the Form 471, the commitment has been rescinded in full.

**PLEASE SEND A COPY OF THIS PAGE WITH YOUR  
CHECK TO ENSURE TIMELY PROCESSING**

Attachment 2



FRANKLIN-MCKINLEY  
SCHOOL DISTRICT



LAN Switches

Attachment 3

**BID FORM**

San Jose, California

Jan 6, 2005, 2004

FRANKLIN-MCKINLEY SCHOOL DISTRICT  
645 Wool Creek Drive  
San Jose, CALIFORNIA 95112

3

Dear Board Members:

The undersigned doing business under the firm name of:

Monterey Information Technologies  
SPIN# 143020490

hereby propose and agree to enter into a Contract, to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work described hereinafter and in the Contract Documents:

**LAN Switches Upgrade**

prepared by:

The Franklin-McKinley School District  
645 Wool Creek Drive  
San Jose, CA 95112

Base Bid Amount:

Five Hundred Forty Three Thousand and Eight  
Hundred Sixty and 79/100  
Dollars  
(\$543,860.79)

If written notice of the Award of Contract is mailed, faxed, or delivered to the undersigned at any time before this bid is withdrawn, the undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of such notice, execute and deliver an agreement in the form of agreement present in these Contract Documents in accordance with the specifications and bid as accepted.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, telegraphed, or delivered:

2600 Garden Road, Bldg. 410, Monterey CA 93940  
Fax 831-646-4940



Name of Company as Licensed Monterey Information Technologies

Business Address 2600 Garden Rd. # 410

Monterey CA 93940

Telephone Number 831-646-4944

Contractor License No. 824584

Class and Expiration Date C-7 9/30/2005

State of Incorporation, if Applicable Colorado

( ) Evidence of authority to bind corporation is attached.

Dated: Jan 5, 2005, 2004

1 Signed [Signature]

Dated: Jan 5 2005, 2004

2 Signed Bruce McG.

002599.WPD



Our Public Liability and Property Damage Insurance is placed with:

Hartford Casualty Insurance # 57 SBAW 4505

Our Workers' Compensation Insurance is placed with:

Farmers in Surance # A19132 449

Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in completing the Contract, they are to become a part thereof.

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. 1 Date 4/6/05 Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

**NOTE:** Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

Print or Type Name

ARMAN EGHBAL

Title

General Manager

# Cost Breakdown Summary by Site

Switches FY8

E-Rate Eligible

Site Name:	Subtotal - 1	Tax @ 0.0825	Shipping	Subtotal - 2	Labor	Total
Hellyer	\$ 43,618.21	\$ 3,598.50	\$ 180.00	\$ 47,396.71	\$ 7,200.00	\$ 54,596.71
Shirakawa	\$ 62,864.00	\$ 5,186.28	\$ 180.00	\$ 68,230.28	\$ 7,200.00	\$ 75,430.28
Meadows	\$ 47,290.90	\$ 3,901.50	\$ 180.00	\$ 51,372.40	\$ 7,200.00	\$ 58,572.40
Ramblewood	\$ 38,893.85	\$ 3,208.74	\$ 180.00	\$ 42,282.60	\$ 7,200.00	\$ 49,482.60
Sylvandale	\$ 81,753.92	\$ 6,744.70	\$ 250.00	\$ 88,748.62	\$ 8,000.00	\$ 96,748.62
Stonegate	\$ 51,416.98	\$ 4,241.90	\$ 180.00	\$ 55,838.88	\$ 7,200.00	\$ 63,038.88
Windmill	\$ 55,220.63	\$ 4,555.70	\$ 180.00	\$ 59,956.33	\$ 7,200.00	\$ 67,156.33
Fair	\$ 61,382.18	\$ 5,064.03	\$ 250.00	\$ 66,696.21	\$ 8,000.00	\$ 74,696.21
<b>Totals</b>	<b>\$ 442,440.67</b>	<b>\$ 36,501.36</b>	<b>\$ 1,580.00</b>	<b>\$ 480,522.02</b>	<b>\$ 59,200.00</b>	<b>\$ 539,722.02</b>

E-Rate Bid #FMSD8-025 - Switches  
 Monterey Information Technologies  
 2600 Garden Road, Bldg 410  
 Monterey, CA 93940



Monterey  
 Information  
 Technologies

# Technical Solution Detailed Cost Breakdown Forms \* LAN Switches

Switches FY-8

Site Name: Hellyer - Eligible

Location	Part No.	Description	Qty	Unit Price	Extended Price
MDF	3C17709-3y	3Com Switch 4060	2	\$ 8,406.65	\$ 16,813.30
MDF	3C17715-3y	3Com XRN Interconnect Kit	1	\$ 4,706.58	\$ 4,706.58
MDF	3C17205-3y	3Com SuperStack 3 Switch 4400 PWR	1	\$ 1,681.49	\$ 1,681.49
MDF	3C17203-3y	3Com SuperStack 3 Switch 4400 24-Port	0	\$ 1,073.87	\$ -
MDF	3C17221-3y	3Com Switch 4400 1000BASE-SX Module	1	\$ 334.02	\$ 334.02
MDF	3C17220-3y	3Com SuperStack 3 1000Base-T Module	0	\$ 66.57	\$ -
MDF	3C17227-3y	3Com Switch 4400 Stacking Kit	0	\$ 67.35	\$ -
MDF	3C17228-3y	3Com Switch 4400 Extender Kit	0	\$ 98.32	\$ -
MDF	NCMHF2	Panduit Cable Manager 2U	6	\$ 52.90	\$ 317.41
MDF	WMPV45	Panduit Vertical Standard Slotted Duct	2	\$ 199.20	\$ 398.40
MDF	TBA	Cat5e Patch Cable (various lengths)	26	\$ 5.25	\$ 136.50
MDF	TBA	Fiberoptic Patch Cable (various lengths)	11	\$ 54.60	\$ 600.60
MDF	TBA	Miscellaneous, i.e. Velcro and Labels	1	\$ 0.90	\$ 0.90
IDF's	3C17205-3y	3Com SuperStack 3 Switch 4400 PWR	6	\$ 1,681.49	\$ 10,088.93
IDF's	3C17203-3y	3Com SuperStack 3 Switch 4400 24-Port	3	\$ 1,073.87	\$ 3,221.62
IDF's	3C17221-3y	3Com Switch 4400 1000BASE-SX Module	8	\$ 334.02	\$ 2,672.16
IDF's	3C17220-3y	3Com SuperStack 3 1000Base-T Module	1	\$ 66.57	\$ 66.57
IDF's	3C17227-3y	3Com Switch 4400 Stacking Kit	3	\$ 67.35	\$ 202.04
IDF's	3C17228-3y	3Com Switch 4400 Extender Kit	0	\$ 98.32	\$ -
IDF's	NCMHF2	Panduit Cable Manager 2U	15	\$ 52.90	\$ 793.53
IDF's	WMPV45	Panduit Vertical Standard Slotted Duct	0	\$ 199.20	\$ -
IDF's	TBA	Cat5e Patch Cable (various lengths)	217	\$ 5.25	\$ 1,139.25
IDF's	TBA	Fiberoptic Patch Cable (various lengths)	8	\$ 54.60	\$ 436.80
IDF's	TBA	Miscellaneous, i.e. Velcro and Labels	9	\$ 0.90	\$ 8.10
Subtotal - 1				\$	43,618.21
Tax				\$	3,598.50
Shipping				\$	180.00
Subtotal - 2				\$	47,396.71
Labor				\$	7,200.00
Total				\$	54,596.71

E-Rate Bid #FMSD8-025 - Switches  
Monterey Information Technologies  
2600 Garden Road, Bldg 410  
Monterey, CA 93940



Monterey  
Information  
Technologies

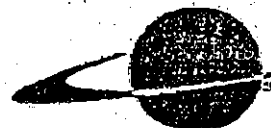
# Technical Solution Detailed Cost Breakdown Forms \* LAN Switches

Switches FY-8

Site Name: Shirakawa - Eligible

Location	Part No.	Description	Qty	Unit Price	Extended Price
MDF	3C17709-3y	3Com Switch 4060	2	\$ 8,406.65	\$ 16,813.30
MDF	3C17715-3y	3Com XRN Interconnect Kit	1	\$ 4,706.58	\$ 4,706.58
MDF	3C17205-3y	3Com SuperStack 3 Switch 4400 PWR	2	\$ 1,681.49	\$ 3,362.98
MDF	3C17203-3y	3Com SuperStack 3 Switch 4400 24-Port	4	\$ 1,073.87	\$ 4,295.49
MDF	3C17221-3y	3Com Switch 4400 1000BASE-SX Module	2	\$ 334.02	\$ 668.04
MDF	3C17220-3y	3Com SuperStack 3 1000Base-T Module	0	\$ 66.57	\$ -
MDF	3C17227-3y	3Com Switch 4400 Stacking Kit	1	\$ 67.35	\$ 67.35
MDF	3C17228-3y	3Com Switch 4400 Extender Kit	4	\$ 98.32	\$ 393.26
MDF	NCMHF2	Panduit Cable Manager 2U	8	\$ 52.90	\$ 423.22
MDF	WMPV45	Panduit Vertical StandardSlotted Duct	2	\$ 199.20	\$ 398.40
MDF	TBA	Cat5e Patch Cable (various lengths)	144	\$ 5.25	\$ 756.00
MDF	TBA	Fiberoptic Patch Cable (various lengths)	12	\$ 54.60	\$ 655.20
MDF	TBA	Miscellaneous, i.e. Velcro and Labels	6	\$ 0.90	\$ 5.40
IDF's	3C17205-3y	3Com SuperStack 3 Switch 4400 PWR	5	\$ 1,681.49	\$ 8,407.44
IDF's	3C17203-3y	3Com SuperStack 3 Switch 4400 24-Port	12	\$ 1,073.87	\$ 12,886.46
IDF's	3C17221-3y	3Com Switch 4400 1000BASE-SX Module	9	\$ 334.02	\$ 3,006.18
IDF's	3C17220-3y	3Com SuperStack 3 1000Base-T Module	0	\$ 66.57	\$ -
IDF's	3C17227-3y	3Com Switch 4400 Stacking Kit	4	\$ 67.35	\$ 269.39
IDF's	3C17228-3y	3Com Switch 4400 Extender Kit	10	\$ 98.32	\$ 983.16
IDF's	NCMHF2	Panduit Cable Manager 2U	21	\$ 52.90	\$ 1,110.94
IDF's	WMPV45	Panduit Vertical StandardSlotted Duct	5	\$ 199.20	\$ 996.00
IDF's	TBA	Cat5e Patch Cable (various lengths)	410	\$ 5.25	\$ 2,152.50
IDF's	TBA	Fiberoptic Patch Cable (various lengths)	9	\$ 54.60	\$ 491.40
IDF's	TBA	Miscellaneous, i.e. Velcro and Labels	17	\$ 0.90	\$ 15.30
Subtotal - 1				\$	62,864.00
Tax				\$	5,186.28
Shipping				\$	180.00
Subtotal - 2				\$	68,230.28
Labor				\$	7,200.00
<b>Total</b>				<b>\$</b>	<b>75,430.28</b>

E-Rate Bid #FMSD8-025 - Switches  
Monterey Information Technologies  
2600 Garden Road, Bldg 410  
Monterey, CA 93940



Monterey  
Information  
Technologies

# Technical Solution Detailed Cost Breakdown Forms \* LAN Switches

Switches FY-8

Site Name: Meadows - Eligible

Location	Part No.	Description	Qty	Unit Price	Extended Price
MDF	3C17709-3y	3Com Switch 4060	2	\$ 8,406.65	\$ 16,813.30
MDF	3C17715-3y	3Com XRN Interconnect Kit	1	\$ 4,706.58	\$ 4,706.58
MDF	3C17205-3y	3Com SuperStack 3 Switch 4400 PWR	2	\$ 1,681.49	\$ 3,362.98
MDF	3C17203-3y	3Com SuperStack 3 Switch 4400 24-Port	0	\$ 1,073.87	\$ -
MDF	3C17221-3y	3Com Switch 4400 1000BASE-SX Module	2	\$ 334.02	\$ 668.04
MDF	3C17220-3y	3Com SuperStack 3 1000Base-T Module	0	\$ 66.57	\$ -
MDF	3C17227-3y	3Com Switch 4400 Stacking Kit	1	\$ 67.35	\$ 67.35
MDF	3C17228-3y	3Com Switch 4400 Extender Kit	0	\$ 98.32	\$ -
MDF	NCMHF2	Panduit Cable Manager 2U	6	\$ 52.90	\$ 317.41
MDF	WMPV45	Panduit Vertical Standard Slotted Duct	2	\$ 199.20	\$ 398.40
MDF	TBA	Cat5e Patch Cable (various lengths)	50	\$ 5.25	\$ 262.50
MDF	TBA	Fiberoptic Patch Cable (various lengths)	10	\$ 54.60	\$ 546.00
MDF	TBA	Miscellaneous, i.e. Velcro and Labels	2	\$ 0.90	\$ 1.80
IDF's	3C17205-3y	3Com SuperStack 3 Switch 4400 PWR	4	\$ 1,681.49	\$ 6,725.95
IDF's	3C17203-3y	3Com SuperStack 3 Switch 4400 24-Port	7	\$ 1,073.87	\$ 7,517.10
IDF's	3C17221-3y	3Com Switch 4400 1000BASE-SX Module	7	\$ 334.02	\$ 2,338.14
IDF's	3C17220-3y	3Com SuperStack 3 1000Base-T Module	0	\$ 66.57	\$ -
IDF's	3C17227-3y	3Com Switch 4400 Stacking Kit	3	\$ 67.35	\$ 202.04
IDF's	3C17228-3y	3Com Switch 4400 Extender Kit	4	\$ 98.32	\$ 393.26
IDF's	NCMHF2	Panduit Cable Manager 2U	15	\$ 52.90	\$ 793.53
IDF's	WMPV45	Panduit Vertical Standard Slotted Duct	2	\$ 199.20	\$ 398.40
IDF's	TBA	Cat5e Patch Cable (various lengths)	264	\$ 5.25	\$ 1,386.00
IDF's	TBA	Fiberoptic Patch Cable (various lengths)	7	\$ 54.60	\$ 382.20
IDF's	TBA	Miscellaneous, i.e. Velcro and Labels	11	\$ 0.90	\$ 9.90
Subtotal - 1				\$	47,290.90
Tax				\$	3,901.50
Shipping				\$	180.00
Subtotal - 2				\$	51,372.40
Labor				\$	7,200.00
Total				\$	58,572.40

E-Rate Bid #FMSD8-025 - Switches  
Monterey Information Technologies  
2600 Garden Road, Bldg 410  
Monterey, CA 93940



Monterey  
Information  
Technologies

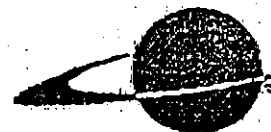
# Technical Solution Detailed Cost Breakdown Forms \* LAN Switches

Switches FY-8

Site Name: Ramblewood - Eligible

Location	Part No.	Description	Qty	Unit Price	Extended Price
MDF	3C17709-3y	3Com Switch 4060	2	\$ 8,406.65	\$ 16,813.30
MDF	3C17715-3y	3Com XRN Interconnect Kit	1	\$ 4,706.58	\$ 4,706.58
MDF	3C17205-3y	3Com SuperStack 3 Switch 4400 PWR	2	\$ 1,681.49	\$ 3,362.98
MDF	3C17203-3y	3Com SuperStack 3 Switch 4400 24-Port	7	\$ 1,073.87	\$ 7,517.10
MDF	3C17221-3y	3Com Switch 4400 1000BASE-SX Module	4	\$ 334.02	\$ 1,336.08
MDF	3C17220-3y	3Com SuperStack 3 1000Base-T Module	0	\$ 66.57	\$ -
MDF	3C17227-3y	3Com Switch 4400 Stacking Kit	2	\$ 67.35	\$ 134.70
MDF	3C17228-3y	3Com Switch 4400 Extender Kit	5	\$ 98.32	\$ 491.58
MDF	NCMHF2	Panduit Cable Manager 2U	10	\$ 52.90	\$ 529.02
MDF	WMPV45	Panduit Vertical StandardSlotted Duct	2	\$ 199.20	\$ 398.40
MDF	TBA	Cat5e Patch Cable (various lengths)	194	\$ 5.25	\$ 1,018.50
MDF	TBA	Fiber optic Patch Cable (various lengths)	6	\$ 54.60	\$ 327.60
MDF	TBA	Miscellaneous, i.e. Velcro and Labels	9	\$ 0.90	\$ 8.10
IDF's	3C17205-3y	3Com SuperStack 3 Switch 4400 PWR	1	\$ 1,681.49	\$ 1,681.49
IDF's	3C17203-3y	3Com SuperStack 3 Switch 4400 24-Port	0	\$ 1,073.87	\$ -
IDF's	3C17221-3y	3Com Switch 4400 1000BASE-SX Module	1	\$ 334.02	\$ 334.02
IDF's	3C17220-3y	3Com SuperStack 3 1000Base-T Module	0	\$ 66.57	\$ -
IDF's	3C17227-3y	3Com Switch 4400 Stacking Kit	0	\$ 67.35	\$ -
IDF's	3C17228-3y	3Com Switch 4400 Extender Kit	0	\$ 98.32	\$ -
IDF's	NCMHF2	Panduit Cable Manager 2U	1	\$ 52.90	\$ 52.90
IDF's	WMPV45	Panduit Vertical StandardSlotted Duct	0	\$ 199.20	\$ -
IDF's	TBA	Cat5e Patch Cable (various lengths)	24	\$ 5.25	\$ 126.00
IDF's	TBA	Fiber optic Patch Cable (various lengths)	1	\$ 54.60	\$ 54.60
IDF's	TBA	Miscellaneous, i.e. Velcro and Labels	1	\$ 0.90	\$ 0.90
Subtotal - 1					\$ 38,893.85
Tax					\$ 3,208.74
Shipping					\$ 180.00
Subtotal - 2					\$ 42,282.60
Labor					\$ 7,200.00
<b>Total</b>					<b>\$ 49,482.60</b>

E-Rate Bid #FMSD8-025 - Switches  
Monterey Information Technologies  
2600 Garden Road, Bldg 410  
Monterey, CA 93940



Monterey  
Information  
Technologies



# Technical Solution Detailed Cost Breakdown Forms \* LAN Switches

Switches FY-8

Site Name: Sylvandale - Eligible

Location	Part No.	Description	Qty	Unit Price	Extended Price
MDF	3C17709-3y	3Com Switch 4060	2	\$ 8,406.65	\$ 16,813.30
MDF	3C17715-3y	3Com XRN Interconnect Kit	1	\$ 4,706.58	\$ 4,706.58
MDF	3C17205-3y	3Com SuperStack 3 Switch 4400 PWR	2	\$ 1,681.49	\$ 3,362.98
MDF	3C17203-3y	3Com SuperStack 3 Switch 4400 24-Port	10	\$ 1,073.87	\$ 10,738.72
MDF	3C17221-3y	3Com Switch 4400 1000BASE-SX Module	4	\$ 334.02	\$ 1,336.08
MDF	3C17220-3y	3Com SuperStack 3 1000Base-T Module	0	\$ 66.57	\$ -
MDF	3C17227-3y	3Com Switch 4400 Stacking Kit	2	\$ 67.35	\$ 134.70
MDF	3C17228-3y	3Com Switch 4400 Extender Kit	8	\$ 98.32	\$ 786.53
MDF	NCMHF2	Panduit Cable Manager 2U	14	\$ 52.90	\$ 740.63
MDF	WMPV45	Panduit Vertical Standard Slotted Duct	2	\$ 199.20	\$ 398.40
MDF	TBA	Cat5e Patch Cable (various lengths)	284	\$ 5.25	\$ 1,491.00
MDF	TBA	Fiberoptic Patch Cable (various lengths)	20	\$ 54.60	\$ 1,092.00
MDF	TBA	Miscellaneous, i.e. Velcro and Labels	12	\$ 0.90	\$ 10.80
IDF's	3C17205-3y	3Com SuperStack 3 Switch 4400 PWR	8	\$ 1,681.49	\$ 13,451.90
IDF's	3C17203-3y	3Com SuperStack 3 Switch 4400 24-Port	14	\$ 1,073.87	\$ 15,034.21
IDF's	3C17221-3y	3Com Switch 4400 1000BASE-SX Module	14	\$ 334.02	\$ 4,676.28
IDF's	3C17220-3y	3Com SuperStack 3 1000Base-T Module	2	\$ 66.57	\$ 133.14
IDF's	3C17227-3y	3Com Switch 4400 Stacking Kit	6	\$ 67.35	\$ 404.09
IDF's	3C17228-3y	3Com Switch 4400 Extender Kit	8	\$ 98.32	\$ 786.53
IDF's	NCMHF2	Panduit Cable Manager 2U	28	\$ 52.90	\$ 1,481.26
IDF's	WMPV45	Panduit Vertical Standard Slotted Duct	3	\$ 199.20	\$ 597.60
IDF's	TBA	Cat5e Patch Cable (various lengths)	532	\$ 5.25	\$ 2,793.00
IDF's	TBA	Fiberoptic Patch Cable (various lengths)	14	\$ 54.60	\$ 764.40
IDF's	TBA	Miscellaneous, i.e. Velcro and Labels	22	\$ 0.90	\$ 19.80
Subtotal - 1				\$	81,753.92
Tax				\$	6,744.70
Shipping				\$	250.00
Subtotal - 2				\$	88,748.62
Labor				\$	8,000.00
<b>Total</b>				<b>\$</b>	<b>96,748.62</b>

E-Rate Bid #FMSD8-025 - Switches  
Monterey Information Technologies  
2600 Garden Road, Bldg 410  
Monterey, CA 93940



Monterey  
Information  
Technologies

# Technical Solution Detailed Cost Breakdown Forms \* LAN Switches

Switches FY-8

Site Name: Stonegate - Eligible

Location	Part No.	Description	Qty	Unit Price	Extended Price
MDF	3C17709-3y	3Com Switch 4060	2	\$ 8,406.65	\$ 16,813.30
MDF	3C17715-3y	3Com XRN Interconnect Kit	1	\$ 4,706.58	\$ 4,706.58
MDF	3C17205-3y	3Com SuperStack 3 Switch 4400 PWR	2	\$ 1,681.49	\$ 3,362.98
MDF	3C17203-3y	3Com SuperStack 3 Switch 4400 24-Port	4	\$ 1,073.87	\$ 4,295.49
MDF	3C17221-3y	3Com Switch 4400 1000BASE-SX Module	2	\$ 334.02	\$ 668.04
MDF	3C17220-3y	3Com SuperStack 3 1000Base-T Module	0	\$ 66.57	\$
MDF	3C17227-3y	3Com Switch 4400 Stacking Kit	1	\$ 67.35	\$ 67.35
MDF	3C17228-3y	3Com Switch 4400 Extender Kit	4	\$ 98.32	\$ 393.26
MDF	NCMHF2	Panduit Cable Manager 2U	8	\$ 52.90	\$ 423.22
MDF	WMPV45	Panduit Vertical StandardSlotted Duct	2	\$ 199.20	\$ 398.40
MDF	TBA	Cat5e Patch Cable (various lengths)	144	\$ 5.25	\$ 756.00
MDF	TBA	Fiber optic Patch Cable (various lengths)	8	\$ 54.60	\$ 436.80
MDF	TBA	Miscellaneous, i.e. Velcro and Labels	6	\$ 0.90	\$ 5.40
IDF's	3C17205-3y	3Com SuperStack 3 Switch 4400 PWR	3	\$ 1,681.49	\$ 5,044.46
IDF's	3C17203-3y	3Com SuperStack 3 Switch 4400 24-Port	8	\$ 1,073.87	\$ 8,590.98
IDF's	3C17221-3y	3Com Switch 4400 1000BASE-SX Module	5	\$ 334.02	\$ 1,670.10
IDF's	3C17220-3y	3Com SuperStack 3 1000Base-T Module	0	\$ 66.57	\$
IDF's	3C17227-3y	3Com Switch 4400 Stacking Kit	2	\$ 67.35	\$ 134.70
IDF's	3C17228-3y	3Com Switch 4400 Extender Kit	6	\$ 98.32	\$ 589.90
IDF's	NCMHF2	Panduit Cable Manager 2U	15	\$ 52.90	\$ 793.53
IDF's	WMPV45	Panduit Vertical StandardSlotted Duct	3	\$ 199.20	\$ 597.60
IDF's	TBA	Cat5e Patch Cable (various lengths)	264	\$ 5.25	\$ 1,386.00
IDF's	TBA	Fiber optic Patch Cable (various lengths)	5	\$ 54.60	\$ 273.00
IDF's	TBA	Miscellaneous, i.e. Velcro and Labels	11	\$ 0.90	\$ 9.90
Subtotal - 1				\$	51,416.98
Tax				\$	4,241.90
Shipping				\$	180.00
Subtotal - 2				\$	55,838.88
Labor				\$	7,200.00
Total				\$	63,038.88

E-Rate Bid #FMSD8-025 - Switches  
Monterey Information Technologies  
2600 Garden Road, Bldg 410  
Monterey, CA 93940



Monterey  
Information  
Technologies

# Technical Solution Detailed Cost Breakdown Forms \* LAN Switches

Switches FY-8

Site Name: Windmill - Eligible

Location	Part No.	Description	Qty	Unit Price	Extended Price
MDF	3C17709-3y	3Com Switch 4080	2	\$ 8,406.65	\$ 16,813.30
MDF	3C17715-3y	3Com XRN Interconnect Kit	1	\$ 4,706.58	\$ 4,706.58
MDF	3C17205-3y	3Com SuperStack 3 Switch 4400 PWR	2	\$ 1,681.49	\$ 3,362.98
MDF	3C17203-3y	3Com SuperStack 3 Switch 4400 24-Port	0	\$ 1,073.87	\$ -
MDF	3C17221-3y	3Com Switch 4400 1000BASE-SX Module	2	\$ 334.02	\$ 668.04
MDF	3C17220-3y	3Com SuperStack 3 1000Base-T Module	0	\$ 66.57	\$ -
MDF	3C17227-3y	3Com Switch 4400 Stacking Kit	1	\$ 67.35	\$ 67.35
MDF	3C17228-3y	3Com Switch 4400 Extender Kit	0	\$ 98.32	\$ -
MDF	NCMHF2	Panduit Cable Manager 2U	6	\$ 52.90	\$ 317.41
MDF	WMPV45	Panduit Vertical StandardSlotted Duct	2	\$ 199.20	\$ 398.40
MDF	TBA	Cat5e Patch Cable (various lengths)	36	\$ 5.25	\$ 189.00
MDF	TBA	Fiberoptic Patch Cable (various lengths)	8	\$ 54.60	\$ 436.80
MDF	TBA	Miscellaneous, i.e. Velcro and Labels	2	\$ 0.90	\$ 1.80
IDF's	3C17205-3y	3Com SuperStack 3 Switch 4400 PWR	6	\$ 1,681.49	\$ 10,088.93
IDF's	3C17203-3y	3Com SuperStack 3 Switch 4400 24-Port	9	\$ 1,073.87	\$ 9,664.85
IDF's	3C17221-3y	3Com Switch 4400 1000BASE-SX Module	9	\$ 334.02	\$ 3,006.18
IDF's	3C17220-3y	3Com SuperStack 3 1000Base-T Module	0	\$ 66.57	\$ -
IDF's	3C17227-3y	3Com Switch 4400 Stacking Kit	3	\$ 67.35	\$ 202.04
IDF's	3C17228-3y	3Com Switch 4400 Extender Kit	8	\$ 98.32	\$ 786.53
IDF's	NCMHF2	Panduit Cable Manager 2U	17	\$ 52.90	\$ 899.33
IDF's	WMPV45	Panduit Vertical StandardSlotted Duct	6	\$ 199.20	\$ 1,195.20
IDF's	TBA	Cat5e Patch Cable (various lengths)	364	\$ 5.25	\$ 1,911.00
IDF's	TBA	Fiberoptic Patch Cable (various lengths)	9	\$ 54.60	\$ 491.40
IDF's	TBA	Miscellaneous, i.e. Velcro and Labels	15	\$ 0.90	\$ 13.50
Subtotal - 1				\$	55,220.63
Tax				\$	4,555.70
Shipping				\$	180.00
Subtotal - 2				\$	59,956.33
Labor				\$	7,200.00
<b>Total</b>				<b>\$</b>	<b>67,156.33</b>

E-Rate Bid #FMSD8-025 - Switches  
Monterey Information Technologies  
2600 Garden Road, Bldg 410  
Monterey, CA 93940



Monterey  
Information  
Technologies

# Technical Solution Detailed Cost Breakdown Forms \* LAN Switches

Switches FY-8

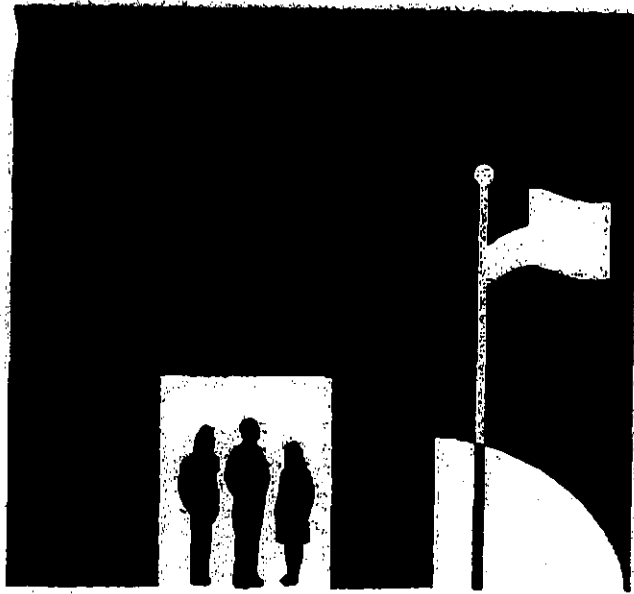
Site Name: Fair - Eligible

Location	Part No.	Description	Qty	Unit Price	Extended Price
MDF	3C17709-3y	3Com Switch 4060	2	\$ 8,406.65	\$ 16,813.30
MDF	3C17715-3y	3Com XRN Interconnect Kit	1	\$ 4,706.58	\$ 4,706.58
MDF	3C17205-3y	3Com SuperStack 3 Switch 4400 PWR	1	\$ 1,681.49	\$ 1,681.49
MDF	3C17203-3y	3Com SuperStack 3 Switch 4400 24-Port	0	\$ 1,073.87	\$ -
MDF	3C17221-3y	3Com Switch 4400 1000BASE-SX Module	1	\$ 334.02	\$ 334.02
MDF	3C17220-3y	3Com SuperStack 3 1000Base-T Module	0	\$ 66.57	\$ -
MDF	3C17227-3y	3Com Switch 4400 Stacking Kit	0	\$ 67.35	\$ -
MDF	3C17228-3y	3Com Switch 4400 Extender Kit	0	\$ 98.32	\$ -
MDF	NCMHF2	Panduit Cable Manager 2U	6	\$ 52.90	\$ 317.41
MDF	WMPV45	Panduit Vertical StandardSlotted Duct	2	\$ 199.20	\$ 398.40
MDF	TBA	Cat5e Patch Cable (various lengths)	26	\$ 5.25	\$ 136.50
MDF	TBA	Fiber optic Patch Cable (various lengths)	9	\$ 54.60	\$ 491.40
MDF	TBA	Miscellaneous, i.e. Velcro and Labels	1	\$ 0.90	\$ 0.90
IDF's	3C17205-3y	3Com SuperStack 3 Switch 4400 PWR	7	\$ 1,681.49	\$ 11,770.42
IDF's	3C17203-3y	3Com SuperStack 3 Switch 4400 24-Port	14	\$ 1,073.87	\$ 15,034.21
IDF's	3C17221-3y	3Com Switch 4400 1000BASE-SX Module	8	\$ 334.02	\$ 2,672.16
IDF's	3C17220-3y	3Com SuperStack 3 1000Base-T Module	4	\$ 66.57	\$ 266.28
IDF's	3C17227-3y	3Com Switch 4400 Stacking Kit	4	\$ 67.35	\$ 269.39
IDF's	3C17228-3y	3Com Switch 4400 Extender Kit	10	\$ 98.32	\$ 983.16
IDF's	NCMHF2	Panduit Cable Manager 2U	30	\$ 52.90	\$ 1,587.06
IDF's	WMPV45	Panduit Vertical StandardSlotted Duct	4	\$ 199.20	\$ 796.80
IDF's	TBA	Cat5e Patch Cable (various lengths)	508	\$ 5.25	\$ 2,667.00
IDF's	TBA	Fiber optic Patch Cable (various lengths)	8	\$ 54.60	\$ 436.80
IDF's	TBA	Miscellaneous, i.e. Velcro and Labels	21	\$ 0.90	\$ 18.90
Subtotal - 1				\$	61,382.18
Tax				\$	5,064.03
Shipping				\$	250.00
Subtotal - 2				\$	66,696.21
Labor				\$	8,000.00
Total				\$	74,696.21

E-Rate Bid #FMSSD8-025 - Switches  
Monterey Information Technologies  
2600 Garden Road, Bldg 410  
Monterey, CA 93940



Monterey  
Information  
Technologies



**INSTRUCTIONS TO BIDDERS AND  
STATEMENT OF WORK**

4

**For**

***LAN Switches Upgrade Project***

**E-Rate Bid # FMSD8-025**

**IN THE  
FRANKLIN-MCKINLEY SCHOOL DISTRICT**

**December 2, 2004**

**Attachment 4**



**10. THIS CONTRACT IS NOT SUBJECT TO THE DVBE REQUIREMENTS OF  
EDUCATION CODE SECTION 17076.11.**

**Withdrawal of Bids**

Bids may be withdrawn by bidders prior to the time fixed for the submittal of bids. A successful bidder shall not be relieved of the bid unless by consent of the Owner or bidder's recourse to Public Contract Code §5100 et seq.

**Opening of Bids**

Opening of bids shall be as soon after the hour set as will be possible; opening and declaration to be as set forth in the Notice to Bidders. Any and all bidders will be permitted to attend.

**Examination of Contract Documents and Site**

Before submitting a bid, bidders shall examine the drawings, read the specifications, the form of Agreement between Contractor and Owner, and the other Contract Documents. Bidders shall visit the site of the proposed work; examine the building, or buildings, if any, and any work that may have been done thereon. Bidders shall fully inform themselves of all conditions, in, at, and about the site, the building, or buildings, if any, and any work that may have been done thereon.

Pursuant to Public Contract Code section 1104: 1) bidders shall not be required to assume responsibility for the completeness and accuracy of architectural or engineering plans and specifications, except on clearly designated design build projects; 2) however, bidders shall be required to review architectural or engineering plans and specifications prior to submission of their bids and to report any errors and omissions to the Owner; and 3) the review shall be confined to the bidder's capacity as a bidder and not as a licensed design professional.

**Form of Agreement Between Owner and Contractor**

Contingent upon award of funds by the Schools & Library Division and then after award by the Board of Education a purchase order will be issued.

**Addenda or Bulletins**

Any addenda or bulletins, issued during the time of bidding, shall form a part of the drawings and specifications loaned to the bidder for the preparation of its bid, shall be covered in the bid, and shall be made a part of the Contract Documents.

**Evidence of Responsibility**

Upon the request of Owner, a bidder shall submit promptly to the Owner or its designee satisfactory evidence showing the bidder's financial resources, the bidder's experience in the type of work required by the Owner, the bidder's organization available for the performance of the Contract, and any other required evidence of the bidder's or its subcontractor's qualifications to perform the proposed Contract. The Owner may consider such evidence before making its decision awarding the

**CONTRACT FOR THE SALE OF  
Franklin-McKinley School District  
E-Rate Bid # FMSD8-025,  
LAN Switches Upgrade Project**

---

**Article 1 - Agreement to Contract Terms**

PWT IT Solutions, Inc. (PWT-IT) dba Monterey Information Technologies, hereinafter referred to as Seller, and Franklin-McKinley School District (FMSD), hereinafter referred to as Buyer, hereby agree on this 23<sup>rd</sup> day of October, in the year 2006, to the following terms.

**Article 2 - Identity of Parties**

Seller, whose business address is 2600 Garden Road, Bldg 410, Monterey, CA 93940 is in the business of providing systems and networking services to school districts since 1995. Buyer, whose business address is 645 Wool Creek Road, San Jose, CA 95112, is in the business of providing an excellent personalized education producing socially responsible students prepared for their futures as lifelong learners, where schools serve the community through active partnerships, linking advanced technology with progressive teaching and learning techniques.

**Article 3 - Purpose & Description**

PWT IT Solutions, Inc. (PWT-IT), SPIN:1430020490, is pleased to have the opportunity to implement Franklin-McKinley School District E-Rate Bid # FMSD8-025, LAN Switches Upgrade Project. PWT-IT was awarded this bid on under FORM 471:4777

This project will increase FMSD's network's connectivity, re  
upgraded LAN Switches will provide increased speed and perfor..... The  
to allow staff, faculty and students to have enhanced network functionality. The upgraded  
equipment, serviced under warranty, will also reduce maintenance costs for the district. This  
project will also provide larger scale opportunities for FMSD's network growth and overall  
functionalities. PWT-IT will work with FMSD IT Department to coordinate the Implementation  
project plan and schedule.

**Article 4 - Buyer's Rights & Obligations**

Buyer agrees to accept the project products and services and pay for them according to the terms further set out below.

Buyer agrees to pay for the products & services in total amount of **\$539,722.02**:

☐ In installments, as billed by Seller for the following:

Payment of 100% of product total, **\$480,522.02** when complete product deliveries have been made and invoiced.

Payment of 100% of the labor, **\$59,200.00**, when the project completion is signed off and has been invoiced.

All monies to be invoiced under this contract shall be due upon receipt. Invoices not disputed within thirty (30) days of mailing shall be deemed accepted and enforceable.

Products & Services are deemed received by Buyer upon delivery to Buyer's address as set forth above.

Attachment 5

#### **Article 5 - E-Rate Compliance**

FMSD received a Funding Commitment Decision Letter from the Schools and Libraries Program of the Universal Service Fund for **FRN#1319283** in amount of **\$539,722.02** of the total E-Rate Project Cost. This program makes discounts available to eligible schools and libraries for telecommunication services, Internet access, and internal connections. The program is intended to ensure that schools and libraries have access to affordable telecommunications and information services.

This award goes towards E-Rate eligible products and services only. In the documents following, please refer to the list of Products and Services pertaining to the amount awarded from the SLD for FRN#1319283. This amount will be invoiced to and paid in full by FMSD to the Service Provider (PWT-IT) as part of the total project.

FMSD will file Form 486. FMSD will obtain reimbursement from USAC for the eligible services which are approved for discounts by filing the Billed Entity Applicant Reimbursement (BEAR) Form (Form 472). Form 472 informs USAC of the amount of the discounts for which FMSD has already paid and for which FMSD seeks reimbursement from its service provider. PWT-IT will expediently complete their portion on these forms to facilitate reimbursement to FMSD.

#### **Article 6 - Inspection and Acceptance**

Buyer has the right to examine the products upon receipt and has 30 days in which to notify seller of any claim for damages based on the condition, grade, quality or quantity of the products. Such notice must specify in detail the particulars of the claim.

Payment for Products and Services shall not constitute acceptance thereof. Buyer shall have the right to inspect such Products and Services and to reject any or all of such Products and Services which are in Buyer's judgment defective or non-conforming. Products and Services rejected and products supplied in excess of quantities called for herein may be returned to Seller at Seller's expense. In the event Buyer receives Products with defects or non-conformity, regardless of appearance upon initial examination, Buyer reserves the right to require replacement, as well as payment for damages. Nothing contained in this Order shall relieve Seller from the obligation of testing, inspecting, and quality control. Title to Products or Services will shift to Buyer on Buyer's unconditional acceptance or use thereof. Buyer's count will be accepted as final and conclusive on shipments not accompanied by Seller's itemized packaging list.

#### **Article 7 - Risk of Loss**

Seller shall bear all risk of loss or damage in connection with Products or Services until Buyer has unconditionally accepted Products or Services in accordance with the terms hereof, provided Seller shall continue to bear such risks for any Products or Services for which Buyer has revoked its acceptance hereunder.

#### **Article 8 - Warranty of Performance**

Seller warrants that its service will be of professional quality conforming to generally accepted practices. Generally accepted practices shall include, but not limited to, PWT-IT's general professional workmanship, like cable terminated properly, backboards secured tightly, cables routed neatly, etc. This does not include manufacturer warranty or configuration related work.

Seller makes no other warranties, written, oral or implied, including without limitation any implied warranties of merchantability or fitness for a specific purpose.



Seller is not responsible for any malfunction or problem caused by installing the recommended manufacturer updates. Seller's Engineers are trained and certified to implement and maintain *manufacturer recommended process and/or industry standard procedures to maintain and upgrade the systems.*

Seller is also not responsible for changes made to the configuration of the system by anyone other than Seller Engineering staff.

Any services performed by PWT-IT which are determined by FMSD to be of less than professional quality and which after investigation by PWT-IT are acknowledged by PWT-IT to be of less than professional quality shall be corrected by PWT-IT without charge to FMSD. Any correction of less than professional quality services under this warranty shall be performed by PWT-IT under the original specifications and without modification of said specifications.

Seller warrants that the Products are free from any and all security interests, liens, and encumbrances.

#### **Article 9 - Indemnity**

Each party agrees to protect, indemnify, defend and hold the other party, its subsidiaries, affiliated entities, officers, directors, and employees harmless from any and all loss, damage, liability, cost and expense (including reasonable attorney's fees) (i) arising out of or in any way connected with any and all claims and actions (whether meritorious or not) asserted with respect to any death, sickness or injury to persons (including, without limitation, any employee of either party) or damage to property or the environment, or (ii) otherwise arising out of or in any way connected with (a) any defect or alleged defect in the Products or Services; (b) the design or construction thereof; (c) any substances used in production of any Products or Services; (d) the use or disposition in any manner of such Products or Services; (e) the failure of the Products or Services to conform with Buyer's specifications of this Order, or any applicable law, rule or regulation; or (f) any misrepresentation by, or breach of any warranty of Seller with respect to the Products or Services.

#### **Article 10 - Limitation of Liability**

Seller's liability hereunder shall be limited to, and Buyer's sole remedy shall be, action for the purchase price of Products or Services delivered to and accepted by Seller as provided herein, subject to any and all of the Seller's rights of adjustment or set-off as provided herein. In no event shall Seller's liability exceed the total purchase price indicated herein or include any liability for incidental or consequential damages arising in connection with any Products or Services.

#### **Article 11 - Modification of Project**

If any specifications of the project change or differences in specification are noticed while conducting project labor, the Seller will, in writing, notify the Buyer immediately. A discussion will commence immediately to address obstacles and additional charges. If additional charges are necessary, a Change Order will be delivered to FMSD and approved before any project labor is continued.

#### **Article 12 - Failure to Comply**

Failure by Seller or Buyer to comply with any term or condition under this Contract shall entitle the other Party to give the Party in default written notice requiring it to make good such fault. If the Party in default has not initiated a resolution to such default within twenty-one (21) days after receipt of notice, the notifying Party shall be entitled, in addition to any other rights it may

have under this Contract or otherwise by law, to terminate this Contract by giving written notice to take effect immediately. The right of either Party to terminate hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.

**Article 13 - Governing Law**

These terms and conditions and the transactions contemplated hereby shall be governed by, and construed and enforced in accordance with the laws of the State of California.

**Article 13 - Entire Contract/Amendments**

This Contract contains the entire understanding of the Seller and Buyer with respect to the matters contained herein. There are no promises, covenants or undertakings other than those expressly set forth herein. This Contract may not be modified or amended except by writing and signed by the Seller and Buyer. If any of the provisions of this Contract are declared to be invalid, such provisions shall be severed from this Contract and the other provisions hereof shall remain in full force and effect.

**Article 14 - Attestation**

Agreed to this 25 day of October, in the year 2006

By: Rany Polany

Official Title: President

On behalf of PWT IT Solutions, Inc. Seller

I certify that I am authorized to act and sign on behalf of Seller and that Seller is bound by my actions. RP [initial]

By: [Signature]

Official Title: ASST. SUPERINTENDENT, BUS. SVC

On behalf of FRANKLIN-MCKINLEY SCHOOL DISTRICT, Buyer

I certify that I am authorized to act and sign on behalf of Buyer and that Buyer is bound by my actions. [Signature] [initial]

RP

## E-Rate Switches \* FMSD8-025 Process

	E-Rate Team Meeting to determine what to apply for	(6)	VL
	Eligibility Matrix created		VL
	Specs and Scope of work for bids completed		DJ
	Form 470 Filed		VL
1/6/2005	Bid Opening		VL / DJ
1/31/2005	Form 470 Acknowledgment Letter		SLD
2/8/2005	Award of Bid # FMSD8-025 E-Rate Switches to Monterey Information Technologies, contingent of E-Rate funding		VL
2/16/2005	Form 471 Filed		VL
2/17/2005	Attachment 21 sent to USAC; consisting of Bid Form and equipment and pricing document		VL
3/14/2005	Form 471 Acknowledgment Letter		SLD
9/21/2005	Funding Commitment Decisions Letter "As Yet Unfunded"		SLD
7/12/2006	Funding Commitment Decision Letter "Funded"		SLD
7/19/2006	Call to support regarding next steps to 'Funding' due to the late acceptance. CASE # 21-447429		DJ
8/14/2006	Email from Karen Hulmes requesting a contract, signed by both parties.		SLD
8/14/2006	Called Karen Hulmes informing that we used the Bid Form as our contract; Advised to establish a new contract		DJ
10/25/2006	Faxed new contract signed by both parties to Karen Hulmes		DJ
11/6/2006	Call to support regarding a date problem with the Form 486 filing CASE # 21-492031		DJ
11/7/2006	Sent Form 500 to request an adjustment to FRN's expiration date		DJ
11/14/2006	FMSD & MIT planning meeting to prepare for the purchase and installation of switches		DJ
11/28/2006	Per request, the Attachment 21 was faxed to Karen Hulmes again.		SLD/DJ
12/8/2006	Form 500 approved		SLD
12/8/2006	Email from Karen concerned with Bid Form as a contract, which was missing signatures from both parties.		SLD

## E-Rate Switches \* FMSD8-025 Process

12/8/2006	Replied to Karen that the Bid Form is what we had used in the past and had always been accepted. Stated that a new contract with the original Service Provider and FMSD signatures was faxed on October 25, 2006 to her.	DJ
12/20/2006	Form 486 filed	DJ
12/21/2006	Work on the project started.	DJ
	Notification of Commitment Adjustment (received on 1-24-2007 and filed away.)	SLD
	Purchase Reg completed	DJ
	PO RE 710737 completed	DJ
	Bear Form completed	DJ
	Bear Form Notification Letter	SLD

Information Technology Department  
645 Wool Creek Drive \* San Jose, CA 95112  
Office: 408-283-6092 \* Fax: 408-283-6066

**Franklin-McKinley  
School District**

# Fax

**To:** Edward Allen **From:** Delma Juarez

**Fax:** (202) 225-3336 **Pages:** 15

**Phone:** **Date:** 6/26/2007

**Re:** E-Rate Letters **CC:**

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Hi Edward,

Attached you will find the additional information you requested for your review.

Please call (or e-mail) me if you have any questions or need additional information.

Thank you for your time and consideration of this matter.

*Delma* ☺

---

Delma S. Juarez  
Director of Information Technology  
Franklin-McKinley School District  
645 Wool Creek Drive \* San Jose, CA 95112  
Office: 408.283.6036 \* Fax: 408.283.6066  
Cell: 408.472-6792  
delma.juarez@fmsd.org

PWT = Router  
Switches  
VoIP

# USAC

## Universal Service Administrative Company

Schools & Libraries Division

Window

120 DAYS

### FUNDING COMMITMENT DECISION LETTER (Funding Year 2005: 07/01/2005 - 06/30/2006)

July 12, 2006 → 11-9-06

Delma Juarez  
FRANKLIN MCKINLEY SCHOOL DISTRICT  
645 WOOL CREEK DR  
SAN JOSE, CA 95112-2617

Re: Form 471 Application Number: 477732  
Funding Year 2005: 07/01/2005 - 06/30/2006  
Billed Entity Number: 144318  
Billed Entity FCC RN: 0012890588  
Applicant's Form Identifier: 8-25262729

Thank you for your Funding Year 2005 E-rate application and for any assistance you provided throughout our review. Here is the current status of the funding request(s) featured in the Funding Commitment Report at the end of this letter.

- The amount, \$826,856.96 is "Approved."

Please refer to the Funding Commitment Report on the page following this letter for specific funding request decisions and explanations.

The Important Reminders and Deadlines immediately preceding this letter are provided to assist you throughout the application process.

#### NEXT STEPS

- ✓ - Work with your service provider to determine if you will receive discounted bills or if you will request reimbursement from USAC after paying your bills in full
- ✓ - Review technology planning approval requirements
- ✓ - Review CIPA Requirements
- ✓ - File Form 486
- ✓ - Invoice the SLD using the Form 474 (service provider) or Form 472 (Billed Entity) - as products and services are being delivered and billed

#### FUNDING COMMITMENT REPORT

On the pages following this letter, we have provided a Funding Commitment Report for the Form 471 application cited above. The enclosed report includes a list of the Funding Request Number(s) (FRNs) from your application. The SLD is also sending this information to your service provider(s) so preparations can be made to begin implementing your E-rate discount(s) after you file your Form 486. Immediately preceding the Funding Commitment Report, you will find a guide that provides a definition for each line of the Report.

#### TO APPEAL THIS DECISION:

If you wish to appeal a decision in this letter, your appeal must be received by the SLD or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and (if available) e-mail address for the person who can most readily discuss this appeal with us.
2. State outright that your letter is an appeal. Include the following to identify the letter and the decision you are appealing:
  - Appellant name,
  - Applicant name and service provider name, if different from appellant,

- Applicant BEN and service provider SPIN,
- Form 471 Application Number as assigned by the SLD,
- "Funding Commitment Decision Letter for Funding Year 2005," AND
- The exact text or the decision that you are appealing.

3. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep a copy of your entire appeal, including any correspondence and documentation.
4. If you are the applicant, please provide a copy of your appeal to the service provider(s) affected by the SLD's decision. If you are the service provider, please provide a copy of your appeal to the applicant(s) affected by the SLD's decision.
5. Provide an authorized signature on your letter of appeal.

To submit your appeal to the SLD by e-mail, use the "Submit a Question" feature on our web site at [www.sl.universalservice.org](http://www.sl.universalservice.org). Click "Continue," choose "Appeals" from the Topics Inquiry on the lower portion of your screen, and click "Go" to begin your appeal submission. The system will prompt you through the process. The SLD will automatically reply to incoming e-mails to confirm receipt.

To submit your appeal to the SLD by fax, fax your appeal to (973) 599-6542.

To submit your appeal to the SLD on paper, send your appeal to:

Letter of Appeal  
 Schools and Libraries Division  
 Box 125 - Correspondence Unit  
 80 South Jefferson Road  
 Whippany, NJ 07981

While we encourage you to resolve your appeal with the SLD first, you have the option of filing an appeal directly with the Federal Communications Commission (FCC). You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received by the FCC or postmarked within 60 days of the above date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. We strongly recommend that you use either the electronic filing options described in the "Appeals Procedure" posted in the Reference Area of our web site. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554.

#### NOTICE ON RULES AND FUNDS AVAILABILITY

Applicants' receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the Schools and Libraries Universal Service Support Mechanism. Applicants who have received funding commitments continue to be subject to audits and other reviews that the Universal Service Administrative Company (USAC) and/or the FCC may undertake periodically to assure that funds that have been committed are being used in accordance with all such requirements. The SLD may be required to reduce or cancel funding commitments that were not issued in accordance with such requirements, whether due to action or inaction, including but not limited to that by the SLD, the applicant, or the service provider. The SLD, and other appropriate authorities (including but not limited to USAC and the FCC), may pursue enforcement actions and other means of recourse to collect improperly disbursed funds. The timing of payment of invoices may also be affected by the availability of funds based on the amount of funds collected from contributing telecommunications companies.

Schools and Libraries Division  
 Universal Service Administrative Company

## A GUIDE TO THE FUNDING COMMITMENT REPORT

A report for each E-rate funding request from your application is attached to this letter. We are providing the following definitions for the items in that report.

**FORM 471 APPLICATION NUMBER:** The unique identifier assigned to a Form 471 application by the SLD.

**FUNDING REQUEST NUMBER (FRN):** A Funding Request Number is assigned by the SLD to each Block 5 of your Form 471. This number is used to report to applicants and service providers the status of individual funding requests submitted on a Form 471.

**FUNDING STATUS:** Each FRN will have one of the following definitions:

1. An FRN that is "Funded" is approved at the level that the SLD determined is appropriate for this FRN. The funding level will generally be the level requested unless the SLD determines during the application review process that some adjustment is appropriate.
2. An FRN that is "Not Funded" is one for which no funds were committed. The reason for the decision will be briefly explained in the "Funding Commitment Decision Explanation." An FRN may be "Not Funded" because the request does not comply with program rules, or because the total amount of funding available for this Funding Year was insufficient to fund all requests.
3. An FRN that is "As Yet Unfunded" reflects a temporary status that is assigned to an FRN when the SLD is uncertain at the time the letter is generated whether there will be sufficient funds to make commitments for requests for Internal Connections at a particular discount level. For example, if your application included requests for discounts on both Telecommunications Services and Internal Connections, you might receive a letter with funding commitments for your Telecommunications Services funding requests and a message that your Internal Connections requests are "As Yet Unfunded." You would receive one or more subsequent letters regarding the funding decision on your Internal Connections requests.

**CATEGORY OF SERVICE:** The type of service ordered from the service provider, as shown on your Form 471.

**FORM 470 APPLICATION NUMBER:** The Form 470 Application Number associated with this FRN from Block 5, Item 12 of the Form 471.

**SPIN (Service Provider Identification Number):** A unique number assigned by the Universal Service Administrative Company to service providers seeking payment from the Universal Service Fund for participating in the universal service support mechanisms. A SPIN is also used to verify delivery of services and to arrange for payment.

**SERVICE PROVIDER NAME:** The legal name of the service provider.

**CONTRACT NUMBER:** The number of the contract between the eligible party and the service provider. This will be present only if a contract number was provided on your Form 471.

**BILLING ACCOUNT NUMBER:** The account number that your service provider has established with you for billing purposes. This will be present only if a Billing Account Number was provided on your Form 471.

**SERVICE START DATE:** The Service Start Date for this FRN from Block 5, Item 19 of your Form 471.

**CONTRACT EXPIRATION DATE:** The Contract Expiration Date for this FRN from Block 5, Item 20b of your Form 471. This will be present only if a contract expiration date was provided on your form 471.

**SITE IDENTIFIER:** The Entity Number listed in Form 471, Block 5, Item 22a. This will be present only for "site specific" FRNs.

**NUMBER OF MONTHS RECURRING SERVICE PROVIDED IN FUNDING YEAR:** The number of months of service that has been approved in the funding year. This will be present only for recurring services.

**ANNUAL PRE-DISCOUNT AMOUNT FOR ELIGIBLE RECURRING CHARGES:** Eligible monthly pre-discount amount approved for recurring charges multiplied by number of months of recurring service approved for the funding year.



**ANNUAL PRE-DISCOUNT AMOUNT FOR ELIGIBLE NON-RECURRING CHARGES:** Annual eligible non-recurring charges approved for the funding year.

**PRE-DISCOUNT AMOUNT:** Amount in Form 471, Block 5, Item 23I, as determined through the application review process.

**DISCOUNT PERCENTAGE APPROVED BY THE SLD:** The discount rate that the SLD has approved for this service.

**FUNDING COMMITMENT DECISION:** This represents the total amount of funding that the SLD has reserved to reimburse your service provider for the approved discounts for this service for this funding year. It is important that you and your service provider both recognize that the SLD should be invoiced and the SLD may direct disbursement of discounts only for eligible, approved services actually rendered.

**FUNDING COMMITMENT DECISION EXPLANATION:** This entry provides an explanation of the amount in the "Funding Commitment Decision."

**FCDL DATE:** The date of this Funding Commitment Decision Letter (FCDL).

**WAVE NUMBER:** The wave number assigned to FCDLs issued on this date.

FUNDING COMMITMENT REPORT  
Billed Entity Name: FRANKLIN MCKINLEY SCHOOL DISTRICT  
BEN: 144318  
Funding Year: 2005

Form 471 Application Number: 477732  
Funding Request Number: 1319283  
Funding Status: Funded  
Category of Service: Internal Connections  
Form 470 Application Number: 673090000517979  
SPIN: 143020490  
Service Provider Name: Monterey Information Technologies  
Contract Number:  
Billing Account Number: N/A  
Service Start Date: 07/01/2005  
Contract Expiration Date: 06/30/2006  
Number of Months Recurring Service Provided in Funding Year: 12  
Annual Pre-discount Amount for Eligible Recurring Charges: \$.00  
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$539,722.02  
Pre-discount Amount: \$539,722.02  
Discount Percentage Approved by the SLD: 85%  
Funding Commitment Decision: \$458,763.72 - FRN approved; modified by SLD  
Funding Commitment Decision Explanation: The dollars requested were reduced to remove the cost associated with ineligible Tripp Lite Power Strips. The shared discount was corrected.

> switches  
\$80,958

FCDL Date: 07/12/2006  
Wave Number: 052

Funding Request Number: 1319378  
Funding Status: Funded  
Category of Service: Internal Connections  
Form 470 Application Number: 673090000517979  
SPIN: 143020490  
Service Provider Name: Monterey Information Technologies  
Contract Number:  
Billing Account Number: N/A  
Service Start Date: 07/01/2005  
Contract Expiration Date: 06/30/2006  
Number of Months Recurring Service Provided in Funding Year: 12  
Annual Pre-discount Amount for Eligible Recurring Charges: \$.00  
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$418,213.43  
Pre-discount Amount: \$418,213.43  
Discount Percentage Approved by the SLD: 85%  
Funding Commitment Decision: \$355,481.42 - FRN approved; modified by SLD  
Funding Commitment Decision Explanation: The dollars requested were reduced to remove the costs associated with products and services to ineligible sites i.e., Franklin, Santee and Fair. The shared discount was corrected.

> VOIP

FCDL Date: 07/12/2006  
Wave Number: 052

FUNDING COMMITMENT REPORT  
Billed Entity Name: FRANKLIN MCKINLEY SCHOOL DISTRICT  
BEN: 144318  
Funding Year: 2005

Form 471 Application Number: 477732  
Funding Request Number: 1319418  
Funding Status: Funded  
Category of Service: Internal Connections  
Form 470 Application Number: 673090000517979  
SPIN: 143020490  
Service Provider Name: Monterey Information Technologies  
Contract Number:  
Billing Account Number: N/A  
Service Start Date: 07/01/2005  
Contract Expiration Date: 06/30/2006  
Number of Months Recurring Service Provided in Funding Year: 12  
Annual Pre-discount Amount for Eligible Recurring Charges: \$.00  
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$14,837.43  
Pre-discount Amount: \$14,837.43  
Discount Percentage Approved by the SLD: 85%  
Funding Commitment Decision: \$12,611.82 - FRN approved; modified by SLD  
Funding Commitment Decision Explanation: The shared discount was corrected.

> Routers

FCDL Date: 07/12/2006  
Wave Number: 052

## IMPORTANT REMINDERS & DEADLINES

Billed Entity Number : 144318

Name of Billed Entity: FRANKLIN MCKINLEY SCHOOL DISTRICT

The following information is provided to assist you throughout the application process. We recommend that you keep it in an easily accessible location and that you share it with the appropriate members of your organization.

**FCC REGISTRATION NUMBERS (FCC RNs)** - Effective November 1, 2004, the FCC's Fifth Order (FCC 04-190 released August 13, 2004) requires E-rate program participants to have FCC Registration Numbers. Please continue to review our web site for additional guidance.

**FORM 486 DEADLINE** - The Form 486 must be postmarked no later than 120 days after the Service Start Date you report on the Form 486 or no later than 120 days after the date of the Funding Commitment Decision Letter, whichever is later. If you are required to have a Technology Plan, that plan must cover all 12 months of the funding year. You must indicate the name of the SLD-Certified Technology Plan Approver (TPA) prior to the commencement of discounted services for this funding year. You must indicate the name of the SLD-Certified TPA who approved your plan in your Form 486, and you must retain your approval letter and documentation of your monitoring of the progress toward your stated goals.

**CHILDREN'S INTERNET PROTECTION ACT (CIPA)** - Please review the CIPA guidance in the Form 486 Instructions, Section II, "IMPACT OF CIPA REQUIREMENTS ON FORM 486."

**INVOICE DEADLINE** - Invoices must be postmarked no later than 120 days after the last date to receive service - including extensions - or 120 days after the date of the Form 486 Notification Letter, whichever is later. Invoices should not be submitted until the invoiced products and services are being delivered and billed, and (for BEAR Forms) the provider has been paid.

**OBLIGATION TO PAY NON-DISCOUNT PORTION** - Applicants are required to pay the non-discount portion of the cost of the products and/or services. Service providers are required to bill applicants for the non-discount portion. The FCC has stated that requiring applicant to pay their share ensures efficiency and accountability in the program. FCC 04-190 concluded that a presumptively reasonable timeframe for a beneficiary to pay its non-discount share is 90 days after the completion of services. If you are using a trade-in as part of your non-discount portion, please refer to the web site for more information.

**DOCUMENTATION RETENTION** - FCC rules require that documents demonstrating compliance with the statute and Commission rules must be retained for a period of at least five years after the last day of service delivered. See "Document Retention Requirements" in FCC 04-190 for a descriptive list of many of the documents you must retain.

**SUSPENSION AND DEBARMENT** - Persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the Schools and Libraries Support Mechanism are subject to suspension and debarment from the program.

**FREE SERVICES ADVISORY** - Applicants and service providers are prohibited from using the Schools and Libraries Support Mechanism to subsidize the procurement of ineligible or unrequested products and services, or from participating in arrangements that have the effect of providing a discount level to applicants greater than that to which applicants are entitled.

Complete program information - including more information on these reminders - is posted to the SLD section of the USAC web site at [www.sl.universalservice.org](http://www.sl.universalservice.org). You may also contact the SLD Client Service Bureau by e-mail using the "Submit a Question" link on the web site, by fax at 1-888-276-8736 or by phone at 1-888-203-8100.

• 00 486

11-6-06

#368577

SC 21019

SLD:

✓ WHAT ARE THE  
TIMELINES?

120 DAYS FROM

→ 486 > LATER  
DAY

✓ YEAR IS OVER

DO I HAVE TO

DO AN EXTENSION?

00119  
Delma Juarez  
FRANKLIN MCKINLEY SCHOOL DISTRICT  
645 WOOL CREEK DR.  
SAN JOSE, CA 95112-2617

TIME SENSITIVE MATERIAL

/ 9-1-06

Print Form 500

TO CANCEL AND

TO ~~REDUCE~~ FRN

done  
9-11-06

— AFTER WE SUBMIT  
THE BGR FORM FOR  
EQUIP, ~~WE MUST~~  
DO A CHANGE OF

21-492031

11-6-06

486 will not TAKE DATE.

- DO FORM 500

- 6 = 9/30/07

21-505038

- STAND OF

Schools and Libraries  
Correspondence Unit  
100 South Jefferson Road  
P.O. Box 902  
Whippany, New Jersey 07981

USAC

7-19-06

21-447429

N/A \* Complete FORM 500  
TO Reduce Amnt.

→ 1st Complete 486

→ CAN BE DONE ANYTIME  
AFTER Project starts.

\* TIMELINES:

work must By

— 9/30/07

✓ must File FORM 500

✓ TO change Expiration  
DATE.

MUST BE 9/30/07

\* Internal Connections

IS OKAY FOR 2 OUT  
OF FIVE YEARS.

2005 START @ RULE

\* THIS MEANS ALL Internal  
Connection Equipment



1-24-07

**Schools & Libraries Division**

21-588261

**Notification of Commitment Adjustment Letter**

**Funding Year 2005: 7/01/2005 - 6/30/2006**

January 16, 2007

**Delma Juarez  
FRANKLIN MCKINLEY SCHOOL DISTRICT  
645 WOOL CREEK DR  
SAN JOSE, CA 95112 2617**

**Re: Form 471 Application Number: 477732  
Funding Year: 2005  
Applicant's Form Identifier: 8-25262729  
Billed Entity Number: 144318  
FCC Registration Number: 0012890588  
SPIN Name: Monterey Information Technologies  
Service Provider Contact Person: Lutfi Abed**

Our routine review of Schools and Libraries Program funding commitments has revealed certain applications where funds were committed in violation of program rules.

In order to be sure that no funds are used in violation of program rules, the Universal Service Administrative Company (USAC) must now adjust your overall funding commitment. The purpose of this letter is to make the adjustments to your funding commitment required by program rules, and to give you an opportunity to appeal this decision. USAC has determined the applicant is responsible for all or some of the program rule violations. Therefore, the applicant is responsible to repay all or some of the funds disbursed in error (if any).

This is NOT a bill. If recovery of disbursed funds is required, the next step in the recovery process is for USAC to issue you a Demand Payment Letter. The balance of the debt will be due within 30 days of the Demand Payment Letter. Failure to pay the debt within 30 days from the date of the Demand Payment Letter could result in interest, late payment fees, administrative charges and implementation of the "Red Light Rule." Please see the "Informational Notice to All Universal Service Fund Contributors, Beneficiaries, and Service Providers" at <http://www.universalservice.org/fund-administration/tools/latest-news.aspx#083104> for more information regarding the consequences of not paying the debt in a timely manner.

## TO APPEAL THIS DECISION:

If you wish to appeal the Commitment Adjustment Decision indicated in this letter, your appeal must be received or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and e-mail address (if available) for the person who can most readily discuss this appeal with us.
2. State outright that your letter is an appeal. Identify the date of the Notification of Commitment Adjustment Letter and the Funding Request Numbers you are appealing. Your letter of appeal must include the Billed Entity Name, the Form 471 Application Number, Billed Entity Number, and FCC Registration Number (FCC RN) from the top of your letter.
3. When explaining your appeal, copy the language or text from the Notification of Commitment Adjustment Letter that is the subject of your appeal to allow the SLD to more readily understand your appeal and respond appropriately. Please keep your letter specific and brief, and provide documentation to support your appeal. Be sure to keep copies of your correspondence and documentation.
4. Provide an authorized signature on your letter of appeal.

If you are submitting your appeal electronically, please send your appeal to [appeals@sl.universalservice.org](mailto:appeals@sl.universalservice.org) using your organization's e-mail. If you are submitting your appeal on paper, please send your appeal to: Letter of Appeal, Schools and Libraries Division, Dept. 125 - Correspondence Unit, 100 South Jefferson Road, Whippany, NJ 07981. Additional options for filing an appeal can be found in the "Appeals Procedure" posted in the Appeals Area of the SLD section of the USAC web site or by contacting the Client Service Bureau at 1-888-203-8100. We strongly recommend that you use the electronic appeals options. 11

While we encourage you to resolve your appeal with the SLD first, you have the option of filing an appeal directly with the Federal Communications Commission (FCC). You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found in the "Appeals Procedure" posted in the Reference Area of the SLD section of the USAC web site, or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

## FUNDING COMMITMENT ADJUSTMENT REPORT

On the pages following this letter, we have provided a Funding Commitment Adjustment Report (Report) for the Form 471 application cited above. The enclosed Report includes the Funding Request Number(s) from your application for which adjustments are necessary. Immediately preceding the Report, you will find a guide that defines each line of the Report.

The SLD is also sending this information to your service provider(s) for informational purposes. If USAC has determined the service provider is also responsible for any rule violation on these Funding Request Numbers, *a separate letter will be sent to the service provider detailing the necessary service provider action.*

Please note that if the Funds Disbursed to Date amount is less than the Adjusted Funding Commitment amount, USAC will continue to process properly filed invoices up to the Adjusted Funding Commitment amount. Please note the Funding Commitment Adjustment Explanation in the attached Report. It explains why the funding commitment is being reduced. Please ensure that any invoices that you or your service provider submit to USAC are consistent with program rules as indicated in the Funding Commitment Adjustment Explanation. If the Funds Disbursed to Date amount exceeds your Adjusted Funding Commitment amount, USAC will have to recover some or all of the disbursed funds. The Report explains the exact amount (if any) the applicant is responsible for repaying.

Schools and Libraries Division  
Universal Services Administrative Company

cc: Lutfi Abed  
Monterey Information Technologies



## A GUIDE TO THE FUNDING COMMITMENT ADJUSTMENT REPORT

A report for each E-rate funding request from your application for which a commitment adjustment is required is attached to this letter. We are providing the following definitions for the items in that report.

**FUNDING REQUEST NUMBER (FRN):** A Funding Request Number is assigned by the SLD to each individual request in your Form 471 once an application has been processed. This number is used to report to applicants and service providers the status of individual discount funding requests submitted on a Form 471.

**SERVICES ORDERED:** The type of service ordered from the service provider, as shown on Form 471.

**SPIN (Service Provider Identification Number):** A unique number assigned by the Universal Service Administrative Company to service providers seeking payment from the Universal Service Fund for participating in the universal service support mechanisms. A SPIN is also used to verify delivery of services and to arrange for payment.

**SERVICE PROVIDER NAME:** The legal name of the service provider.

**CONTRACT NUMBER:** The number of the contract between the applicant and the service provider. This will be present only if a contract number was provided on your Form 471.

**BILLING ACCOUNT NUMBER:** The account number that your service provider has established with you for billing purposes. This will be present only if a Billing Account Number was provided on your Form 471.

**SITE IDENTIFIER:** The Entity Number listed in Form 471, Block 5, Item 22a. This number will only be present for "site specific" FRNs.

**ORIGINAL FUNDING COMMITMENT:** This represents the original amount of funding that SLD had reserved to reimburse you for the approved discounts for this service for this funding year.

**COMMITMENT ADJUSTMENT AMOUNT:** This represents the amount of funding that SLD has rescinded because of program rule violations.

**ADJUSTED FUNDING COMMITMENT:** This represents the adjusted total amount of funding that SLD has reserved to reimburse for the approved discounts for this service for this funding year. If this amount exceeds the Funds Disbursed to Date, the SLD will continue to process properly filed invoices up to the new commitment amount.

**FUNDS DISBURSED TO DATE:** This represents the total funds that have been paid to the identified service provider for this FRN as of the date of this letter.

**FUNDS TO BE RECOVERED FROM APPLICANT:** This represents the amount of improperly disbursed funds to date as a result of rule violation(s) for which the applicant has been determined to be responsible. These improperly disbursed funds will have to be recovered from the applicant.

**FUNDING COMMITMENT ADJUSTMENT EXPLANATION:** This entry provides an explanation of the reason the adjustment was made.

**Funding Commitment Adjustment Report for  
Form 471 Application Number: 477732**

---

Funding Request Number: 1319283  
Services Ordered: INTERNAL CONNECTIONS  
SPIN: 143020490  
Service Provider Name: Monterey Information Technologies  
Contract Number:  
Billing Account Number:  
Site Identifier: 144318  
Original Funding Commitment: \$458,763.72  
Commitment Adjustment Amount: \$458,763.72  
Adjusted Funding Commitment: \$0.00  
Funds Disbursed to Date: \$0.00  
Funds to be Recovered from Applicant: \$0.00  
Funding Commitment Adjustment Explanation:

After a thorough investigation, it has been determined that this funding commitment must be rescinded in full. During the course of review it was determined that the applicant did not have a contract in place at the time of submission of the Form 471. This determination was based on the documentation received from applicant indicating that they did not have a signed contract in place at the time of submission of the Form 471. FCC rules require applicants to have a contract, signed (OR signed and dated-IF CONTRACT SIGNED AFTER 10/13/2004) by both parties, at the time they submit the Form 471. Since the applicant was unable to demonstrate that they had a signed contract in place at the time of submission of the Form 471, the commitment has been rescinded in full.

**PLEASE SEND A COPY OF THIS PAGE WITH YOUR  
CHECK TO ENSURE TIMELY PROCESSING**

*Delma Juarez*

FRANKLIN MCKINLEY SCHOOL DISTRICT

645 WOOL CREEK DR

SAN JOSE, CA 95112 2617

TRANSMISSION VERIFICATION REPORT

TIME : 06/26/2007 11:20  
NAME :  
FAX :  
TEL :  
SER.# : 000C6J201705

DATE, TIME  
FAX NO./NAME  
DURATION  
PAGE(S)  
RESULT  
MODE

06/26 11:16  
912022253336  
00:04:28  
15  
OK  
STANDARD  
ECM